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18 *Insurance Company*

19 **UNITED STATES DISTRICT COURT**

20 **DISTRICT OF NEVADA**

21 SANGHAMITRA BASU,
22 Plaintiff,

23 v.

24 MASSACHUSETTS MUTUAL LIFE
25 INSURANCE COMPANY,
26 Defendant.

Case No. 2:20-cv-01432-JCM-BNW

STIPULATED PROTECTIVE ORDER

27 Plaintiff Sanghamitra Basu and Defendant Massachusetts Mutual Life Insurance
28 Company, through their respective counsel of record, stipulate as follows:

WHEREAS, documents and information have been and may be sought, produced, or
exhibited by and among the parties relating to confidential business or financial information or
privacy rights of Defendant, an employee of Defendant, or the Plaintiff.

THEREFORE, the parties believe that the following protective order is necessary to
facilitate discovery and to prevent the unnecessary disclosure of proprietary or confidential

1 information and documents.

2 **PROTECTIVE ORDER**

3 The terms and conditions of this protective order are as follows:

4 1. Discovery in this action will involve the production of documents and testimony
5 that may contain confidential information, including proprietary information, and other items.

6 2. A party may designate any documents, other materials, or responses to discovery,
7 which that party in good faith believes (1) contains information involving trade secrets,
8 confidential business or financial information or privacy rights of MassMutual, an employee of
9 MassMutual, or the Plaintiff, and (2) is subject to protection under the Federal Rules of Civil
10 Procedure or Nevada law ("Confidential Information). However, as specifically enumerated in
11 paragraph 13 of this Protective Order, a party may object to the designation of material as
12 Confidential. If a party objects, and the parties cannot reach an agreement, the procedure and
13 provisions contained in paragraph 13 shall determine the proper designation or status of the
14 disputed material and/or information.

15 3. The producing party's designation of Material as Confidential must be made only
16 upon the good faith belief that unrestricted disclosure of such information could be harmful to the
17 business or, operations, or privacy interests of parties or non-parties.

18 4. Any producing party shall designate Material as Confidential by affixing thereon a
19 small notice on the document containing the word "CONFIDENTIAL" or a statement that the
20 Material is being produced under this Protective Order. All copies of such documents that are
21 reproduced by the receiving party pursuant to the terms of this Protective Order must either (a)
22 contain the original designation of confidentiality, or (b) be clearly marked as
23 "CONFIDENTIAL." Any such designation of Confidential by the producing party shall be
24 precise and specific as to the document or parts of documents designated as Confidential. For
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1 example, including a marking an individually bates numbered page as “CONFIDENTIAL” shall
2 be precise and specific.

3 5. A party may designate testimony taken during a deposition as Confidential
4 Information by expressing the designation at the time of the depositions or in writing within 30
5 days after the transcript of the testimony has been received by the designating party. In the event
6 the party furnishing deposition testimony designates portions or all of that testimony as
7 Confidential, the court reporter shall separately transcribe and submit under seal, to counsel for the
8 parties, transcriptions of the testimony designated as Confidential. Confidential transcripts of
9 deposition testimony are subject to the same good faith requirement for designation of Confidential
10 Information and shall be treated the same and afforded the same protections as other Material
11 designated as Confidential Information under this Order.
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14 6. Confidential Information shall be made available only to the named parties, the
15 attorneys of the parties in this action, the attorneys’ clerical, secretarial, and support staff, and
16 outside consultants, vendors, or experts and the experts’ clerical, secretarial, and support staff,
17 retained to assist in the prosecution or defense of this action, or any mediator hired by the parties
18 to facilitate settlement of this matter.

19 7. Confidential Information shall not be disclosed or communicated to outside
20 consultants, vendors, or experts unless and until that person or entity has been given a copy of this
21 Order and has signed an acknowledgement that he/she or it has received and agrees to comply
22 with its terms. A copy of the acknowledgment is attached as **Exhibit A** to this Protective Order.
23

24 8. No person or entity to whom Confidential Materials are made available shall use
25 of such Material for any purpose other than the prosecution or defense of this action. No person
26 or entity to whom Confidential Material is made available shall disclose the contents of such
27 material to any other person or entity, except as permitted by this Order.
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1 9. In the event a party or counsel for a party receives a subpoena issued in another
2 lawsuit for Confidential Material produced in this action, the party receiving the subpoena shall
3 give prompt notice to the party who originally disclosed the Material in this lawsuit. Prompt
4 notice shall be defined as notice sufficient to allow the party who disclosed the Material to file a
5 motion to quash or to take other lawful action to prevent disclosure. At a minimum, prompt
6 notice means an e-mail or fax to the producing party's counsel within five business days of
7 receiving the subpoena. If the party that receives the subpoena files a motion to quash or takes
8 other legal action to prevent disclosure, the party receiving the subpoena shall not produce any
9 Confidential Material in response to the subpoena until the Court rules on the motion to quash,
10 the issue is otherwise resolved by the Court, or the issue is resolved by agreement among the
11 disclosing party and the party issuing the subpoena.
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14 10. In the event a party or counsel for a party seeks to file Material that another party
15 designated as Confidential with the Court, the party or counsel seeking to file the Confidential
16 Material shall first confer with the designating party about the need to file the document (or
17 proposed filing) under seal and whether the parties can agree on a stipulation seeking to have the
18 document (or proposed filing) filed under seal.
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20 11. Nothing in this Order should be construed to automatically permit the filing of any
21 document under seal. The parties hereby acknowledge LR IA 10-5, which states, in part, that
22 "papers filed with the court under seal must be accompanied by a motion for leave to file those
23 documents under seal."

24 12. Nothing in this Order shall be construed to preclude counsel from showing
25 Confidential Material to any witnesses during depositions, hearings, or at trial of this action. In
26 the event any Confidential Material is shown to a witness, it shall not lose its Confidential status.
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28 13. If a party contends that any Material designated as Confidential is not entitled to

1 such treatment, such party may at any time give written notice that the party does not believe the
2 designated material qualifies as Confidential Information. The party who designed the Material
3 as Confidential shall have twenty-five (25) days from the receipt of such notice to apply to the
4 Court for an order designating the Material as Confidential. The designating party has the burden
5 of establishing that the Material is appropriately subject to this Protective Order.
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7 14. Nothing in this Order will bar Counsel from rendering advice to their clients with
8 respect to this litigation and, in the course thereof, relying upon information designated as
9 Confidential, provided that the contents of the information must not be disclosed beyond the
10 parameters of this Order as stated in Paragraph 6.

11 15. The Court may modify the terms and conditions of this Order for good cause, or in
12 the interests of justice, or on its own at any time.

13 16. The provisions of this Order shall survive the termination of this action, except
14 with respect to those documents and information that became a matter of public record pursuant
15 to Paragraph 6. Upon conclusion of the case, counsel for the parties are responsible for retrieving
16 from their retained experts and consultants all Confidential Materials and returning them to the
17 disclosing party, or destroying them, and for assuring that their retained experts and consultants
18 do not keep any copies. Notwithstanding the foregoing, Counsel for each party may retain all
19 pleadings, briefs, memoranda, motions, and other documents filed with the Court that refer to or
20 incorporate Confidential information.
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Further, attorney work product materials that contain Confidential information need not be destroyed, but, if they are not destroyed, the person in possession of the attorney work product will continue to be bound by this Order with respect to all such retained information, after the conclusion of this litigation.

Dated: April 14, 2021

/s/ Matthew L. Sharp

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EXHIBIT LOG

Exhibit A	Acknowledgment
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ORDER

IT IS SO ORDERED

DATED: 5:09 pm, April 15, 2021

BRENDA WEKSLER
UNITED STATES MAGISTRATE JUDGE